

The Washington City Council met in a regular session on Monday, December 14, 2015 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; William Pitt, Councilmember; Richard Brooks, Councilmember; Larry Beeman, Councilmember; Bobby Roberson, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney. Doug Mercer, Mayor Pro tem was absent. Councilmember –elect Virginia Finnerty was also present.

Mayor Hodges called the meeting to order and Councilmember Brooks delivered the invocation.

**APPROVAL OF MINUTES:**

By motion of Councilmember Pitt, seconded by Councilmember Beeman, Council approved the minutes of November 23, 2015 as presented.

**RECOGNITION:  
DARE MOORE WILEY - CERTIFICATIONS**



Dare Moore Wiley and Mayor Hodges

Ms. Dare Moore Wiley is an example of how City employees can become successful in our organization.

- Ms. Wiley began working as a part-time dispatcher for the Electric Department.
- April 30, 2013 she began working full-time as a chemical analyst.
- October 26, 2015 promoted to Water Resources Lab Supervisor, replacing Troy Moore who was retiring.
- August 2015 graduated with a Master's Degree in Public Health from the Brody School of Medicine – East Carolina University
- C-Well operator Certification
- Grade 1 Biological Wasterwater Operator Certificate
- Grade 2 Biological Wasterwater Operator Certificate
- Grade 3 Biological Wasterwater Operator and Physical/Chemical Wasterwater Operator Exam on December 10, 2015

**WASHINGTON HIGH SCHOOL SOCCER TEAM - 2015  
State 2-A Runner-up**



**Washington High School Soccer Team**  
Coach Jim Kozuch,  
Assistant Coach Ed Rodriguez  
Mayor Hodges

**APPROVAL/AMENDMENTS TO AGENDA:**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the agenda as presented.

**CONSENT AGENDA:**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the Consent Agenda as presented.

- A. Adopt – Budget Ordinance Amendment for the FY 2015-2016 Mid-East Commission Area Agency on Aging Grant

\*The Mid-East Aging grant was accepted by Council during the November 23rd Council meeting and a budget ordinance amendment is necessary to adjust the budget accordingly.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

**BE IT ORDAINED by the City Council of the City of Washington, North Carolina:**

Section 1. That the Estimated Revenues in the General Fund be decreased in the amount of \$471 in the account Mideast Grant - Recreation, account number 10-40-3621-3300.

Section 2. That the Estimated Revenues in the General Fund be increased in the amount of \$4,230 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. That the following account numbers be increased or decreased in the amounts indicated:

10-40-6123-0301	Part-time Salaries – Mid-East	\$ 449
10-40-6123-4504	Mid-East Grant – Ctr. Operations	1,370
10-40-6123-4501	Mid-East Grant – General Purpose HP	(4,000)
10-40-6123-4505	Mid-East Grant – Health Promotion/Disease Prevention	4,072
10-40-6123-4500	Mid-East Grant Match	<u>1,868</u>
		\$ 3,759

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 14<sup>th</sup> day of December, 2015.

**ATTEST:**

**s/Cynthia S. Bennett**  
**City Clerk**

**s/Jay MacDonald Hodges**  
**Mayor**

B. Accept - the Revised FY 2014-2015 Annual Grant from Mid-East Commission Area Agency on Aging

\*The Grace Martin Harwell Senior Center was awarded the annual grant to support and promote senior health and general Senior Center operations for the 2014-2015 budget year. A revised contract was sent in the amount of \$32,635.00 with a \$6,221.00 cash match.

**COMMENTS FROM THE PUBLIC:**

Susan Murrell – 1610 Van Norden Street, spoke to Council regarding the need for the streets to be swept on a regular basis in her neighborhood.

**SCHEDULED PUBLIC APPEARANCES: NONE**

**CORRESPONDENCE AND SPECIAL REPORTS:**

**Memo – Budget Transfer – General Fund (accepted as presented)**

The Budget Officer transferred \$2,000 of funds between the City Manager and the Building & Grounds Maintenance departments of the General Fund appropriations budget to provide funds for the cleanup around the tennis courts at Bug House Park.

NCGS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes.

10-00-4650-4500	ED Projects	\$5,000
10-00-4400-9201	Transfer to grant funds	\$5,000

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE**

**OLD BUSINESS:**

**APPROVE - PLANS BY CUNNINGHAM RECREATION FOR THE HAVENS GARDENS “PLAY TOGETHER” GRANT PROJECT**

*Background and Findings: The Recreation Advisory Committee has reviewed and approved the concept presented by Cunningham Recreation. A Public Meeting was held on November 21, 2015. Of those in attendance, the information gathered has been implemented into this concept.*

Kristi Roberson explained that she is only requesting approval for the concept/design, any budget requests will come back at a later date as changes may occur.

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council conceptually approved the plans as presented and agreed that any financial obligations will come back to Council for approval.



**AUTHORIZE – MAYOR TO EXECUTE THE RURAL ECONOMIC DEVELOPMENT GRANT AGREEMENT, LEGALLY BINDING COMMITMENT AND ASSOCIATED LEGAL DOCUMENTS FOR THE RURAL INFRASTRUCTURE GRANT: HOTEL PROJECT – NEW AGE PROPERTIES GROUP, LLC AND ADOPT A GRANT PROJECT ORDINANCE**

*BACKGROUND AND FINDINGS: The City received notice in August that the grant to provide water and sewer infrastructure for an 87 room hotel being developed on 15<sup>th</sup> Street was being awarded. The infrastructure project cost budget is \$206,400 with \$100,000 of the funding being provided through the grant; \$101,400 from the developer, New Age Properties; and a \$5,000 Local Match that the developer will reimburse. The new job creation requirement for the grant is 20 and are to be maintained for 6 consecutive months. The Mid-East Commission has been engaged to administer the grant.*

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council authorized the Mayor to execute the Grant Agreement, Legally Binding Commitment, and any other legal documents necessary to consummate the Economic Infrastructure Program Grant to provide publicly owned water and sewer infrastructure for the new hotel being developed on 15<sup>th</sup> Street and adopted a Grant Project Ordinance.

**GRANT PROJECT ORDINANCE FOR THE RURAL INFRASTRUCTURE EIP GRANT #2016-011-3212-2538 HOTEL PROJECT- NEW AGE PROPERTIES  
CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

**BE IT ORDAINED** by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is to provide funds for the design and construction of water and sewer infrastructure improvements for the New Age Properties Hotel Project.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements and documents.

Section 3. The following amounts are appropriated for the project:

54-60-4930-4500	Construction	\$ 149,800
54-60-4930-0405	Engineering Design	24,500
54-60-4930-0401	Construction admin./observation	9,500
54-60-4930-0400	Legal	7,600
54-60-4930-9900	Contingency	<u>15,000</u>
	Total	\$ 206,400

Section 4. The following revenue is anticipated to be available to complete this project:

54-60-3470-0000	Rural Infrastructure Grant	\$ 100,000
54-60-3480-0000	Developer	101,400
54-60-3352-0000	Local City Match	<u>5,000</u>
	Total	\$ 206,400



Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the Rural Economic Development EIP grant agreements.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due. Reimbursement requests should be made to the granting agency in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of December, 2015.

**ATTEST:**

**s/Cynthia S. Bennett**  
**City Clerk**

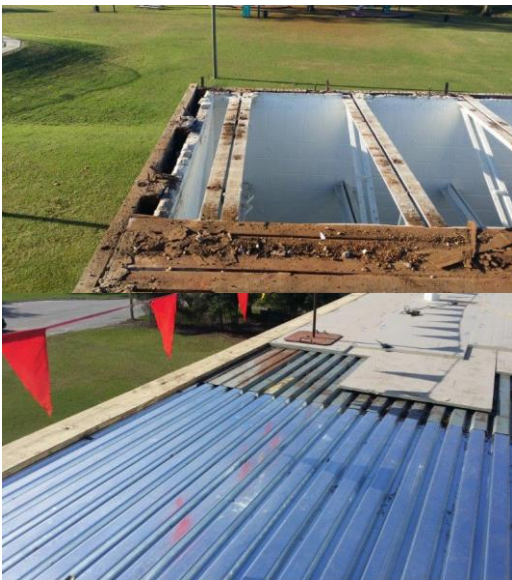
**s/Jay MacDonald Hodges**  
**Mayor**

**AUTHORIZE/ADOPT – STAFF TO ACCEPT A CHANGE ORDER FROM ETHERIDGE ROOFING FOR THE 7<sup>TH</sup> STREET GYM ROOF REPLACEMENT PROJECT, AND ADOPT A BUDGET ORDINANCE AMENDMENT**

*BACKGROUND AND FINDINGS: While the roof of the 7th Street Gym was being replaced several conditions that were outside of the scope of the awarded contract surfaced that required immediate attention. These areas were the metal decking, wood nailers, and gutters. When the old roof was removed significant damage and deterioration of the metal decking became evident and required replacement of 1,500 square feet. Due to the built up nature of several layers of the previous roof the wood nailer perimeter had to be replaced to eliminate a substantial rim around the perimeter of the roof that prohibited adequate drainage off the roof given its basically flat design. The gutters required removal during the process and it was cost effective to replace with new seamless gutters. The attached pictures demonstrate these issues.*

Original contract	\$47,575.19
Change order	<u>16,888.96</u>
Total	\$64,464.15

Budget	54,000.00
Appropriation needed	10,464.15





By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council authorized staff to accept a change order from Etheridge Roofing for the 7<sup>th</sup> Street Gym roof replacement project and adopted a Budget Ordinance Amendment.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

**BE IT ORDAINED by the City Council of the City of Washington, North Carolina:**

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$10,465 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-40-6121-7400, Capital Outlay, Events & Facilities Department portion of the General Fund appropriations budget be increased in the amount of \$10,465 to provide funds for the change order on the 7<sup>th</sup> Street gym roof replacement project.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 14<sup>th</sup> day of December, 2015.

**ATTEST:**

**s/Cynthia S. Bennett**  
**City Clerk**

**s/Jay MacDonald Hodges**  
**Mayor**

**APPROVE – PURCHASE AND PURCHASE ORDER OF AMR WATER METERS FROM  
MILLER SUPPLY CO., INC.**

*BACKGROUND AND FINDINGS: Continuation of budgeted replacement of larger water meters with AMR meters consistent with the type and supplier of previous installations.*

By motion of Councilmember Brooks, seconded by Councilmember Beeman, Council approved the \$96,430 purchase and purchase order for AMR water meters from Miller Supply Co., Inc.

**AUTHORIZE – CITY MANAGER TO SIGN AGREEMENT WITH WILLIE ALLEN D/B/A  
OUTBACK OUTFITTERS & GUIDE SERVICE TO REDUCE DEER POPULATION AT  
WASHINGTON-WARREN AIRPORT**

*BACKGROUND AND FINDINGS: On September 21, 2009 the City Council authorized the advertisement of request for proposals (RFP'S) for a licensed and insured Outfitter to manage the hunting rights on City property adjacent to Washington-Warren Airport. The only response to this request came from Mr. Willie Allen D/B/A Outback Outfitter & Guide Service. This provided management of the deer population at the airport through the 2014 hunting season. Advertisement for 2016 hunting season was requested twice the only response to the re-advertisement came from Willie Allen D/B/A Outback Outfitter & Guide Service. This will continue the current level of service through the 2020 hunting season.*

By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council authorized the City Manager to sign an agreement with Willie Allen D/B/A Outback Outfitter & Guide Service; to reduce deer population at Washington-Warren Airport.

**DECLARE – ELECTION RESULTS OFFICIAL AND SEATS TO BE VACANT**

Mayor Hodges thanked Superior Court Judge Wayland Sermons for taking part in and administering the oaths of office for tonight's proceedings.

By motion of Councilmember Brooks, seconded by Councilmember Beeman, Council declared the election results official.

11/10/15 11:59 AM

Municipal Election

0010_WASHINGTON MAYOR					0011_WASHINGTON COUNCIL											
M a c  H o d g e s	R o n a l d  L u n d y	W R I T E - I N	O V E R  V O T E S	U N D E R  V O T E S	L a r r y  B e e m a n	L o u i s  R i c h a r d	T y  C a r t e r	G i l  D a v i s	V i r g i n i a	F i n n e r t y	D o u g l a s  M e r c e r	W i l l i a m  H . P i t t	W R I T E - I N	O V E R  V O T E S	U N D E R  V O T E S	
BEADM BEADM BEAVER DAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OLDF OLDF OLD FORD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PSJW3 PSJW3 JONES-WASH	137	27	2	0	10	69	132	50	64	99	80	129	0	0	0	254
TCRK TCRK TRANTERS CREE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WASH1 WASH1 WASHINGTON	117	30	6	0	8	79	83	59	84	118	78	101	11	0	0	192
WASH2 WASH2 WASHINGTON	150	40	1	0	4	82	140	57	88	140	94	131	2	0	0	241
WASH4 WASH4 WASHINGTON	210	44	3	0	7	181	136	112	156	199	171	129	8	0	0	228
WASHP WASHP WASHINGTON																
ONE STOP	245	54	3	0	9	171	167	118	163	234	193	169	6	0	0	334
ABSENTEES	5	0	0	0	0	2	2	2	2	0	3	2	0	0	0	12
PROVISIONAL	2	0	0	0	0	1	1	0	2	2	2	2	0	0	0	0
TOTALS	866	195	15	0	38	585	661	398	559	792	621	663	27	0	0	1261

RECESS

Mayor Hodges called the meeting back to order.

ADMINISTRATION OF OATHS – SENIOR RESIDENT SUPERIOR COURT JUDGE FOR THE SECOND JUDICIAL DISTRICT - WAYLAND SERMONS

Wayland Sermons, Senior Resident Superior Court Judge, administered the Oath of Office to Mayor Mac Hodges and then to the newly elected Councilmembers: Larry Beeman, William Pitt, Richard Brooks and Virginia Finnerty. (Due to illness, Doug Mercer’s oath will be administered at a later time.)



NOMINATION OF MAYOR PRO TEM

Mayor Hodges called for nominations for Mayor Pro tem. Councilmember Beeman stated that he would like to make a motion that is in keeping with tradition of the candidate with highest number of votes being nominated as Mayor Pro tem.

Councilmember Beeman nominated Virginia Finnerty as Mayor Pro tem, the nomination was seconded by Councilmember Finnerty. Voting for the nomination: Beeman & Finnerty; voting against: Pitt



& Brooks. With the vote resulting in a tie, Mayor Hodges voted for Virginia Finnerty as Mayor Pro tem. Motion carried: 3-2 and Virginia Finnerty was named Mayor Pro tem.

**ADOPT - FY2016-2017 BUDGET SCHEDULE**

*BACKGROUND AND FINDINGS: The attached budget schedule outlines the Council budget strategic planning, budget preparation, review, and adoption schedule.*

By motion of Councilmember Beeman, seconded by Mayor Pro tem Finnerty, Council adopted the 2016-2017 Budget Preparation and Adoption Schedule.

**Budget Schedule 2016-2017**

Scheduled Week Of	Status	Budget Task
11/30/15		CIP template distributed to Management Team
01/04/16		Budget Packets Distributed to Management Team
01/04/16		Outside Agency Budget Requests Distributed
01/11/16		CIP worksheets due back to Finance
01/11/16		CIP review with Manager
01/25/16		Revenue Estimate- Finance
01/25/16		Budget Planning session with Council
01/25/16		Outside Agency Budget Requests Submitted
02/08/16		Outside Agency Presentation to Council
02/15/16		Continuation Budgets submitted to Finance
02/15/16		Expansion Budgets submitted to Finance
02/22/16		CIP review with Council
03/07/16		Budget Compiled by Finance
03/07/16	Schedule 3/9-11	Budget Review with Manager- General Fund
03/14/16		Budget Review with Manager- Electric Fund
03/14/16		Budget Review with Manager- Public Works
04/11/16		Manager's Recommended Budget Presented to Council
04/11/16		Budget Available for Public Viewing at City Clerk's Office, Library, and Web Site
04/18/16		Council Budget Questions/Clarification to City Manager
04/25/16	Scheduled entire week	Council Budget Workshops
04/25/16		Advertise Public Hearing for Budget
05/09/16		Public Hearing- Budget
05/23/16		Budget Adopted
05/23/16		Budget Posted to Web Site

**APPOINTMENTS:**

**APPOINTMENT – OF COUNCIL LIAISONS/REPRESENTATIVES FOR BOARDS, COMMISSIONS AND COMMITTEES**

Mayor Hodges presented the following information for Council’s appointments of liaisons.

Planning Board  
Board of Adjustment  
Historic Preservation  
Library Board  
Housing Authority  
Recreation Commission  
Tourism Development Authority  
Washington Harbor District Alliance  
Human Relations Council  
Electric Utilities Advisory Commission  
Airport Advisory Committee  
Waterfront Docks Advisory Committee  
Animal Control Board

Larry Beeman  
Richard Brooks  
Virginia Finnerty  
William Pitt  
Mac Hodges  
Richard Brooks  
Mac Hodges \*  
Mac Hodges \*  
William Pitt  
Larry Beeman  
Doug Mercer  
Virginia Finnerty  
Doug Mercer

\*Indicates Voting Seat

Organizations with Council representative serving on board  
Economic Development Advisory Board  
NCEMPA  
Mid-East Commission  
Hwy 17 Association  
Partnership for the Sounds  
Mayor’s Association  
Chamber of Commerce

Doug Mercer  
Doug Mercer  
Doug Mercer  
Doug Mercer (Larry Beeman -alternate)  
Mac Hodges  
Mac Hodges  
Mac Hodges

**ANY OTHER ITEMS FROM CITY MANAGER: NONE**

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:  
NONE**

**CLOSED SESSION: UNDER NCGS § 143-318.11 (A)(6) PERSONNEL; (A)(3) ATTORNEY/CLIENT PRIVILEGE,143-318.11(A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION, AND 143-318.10(E) THE PUBLIC RECORDS ACT**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council agreed to go into closed session under NCGS 143-318.11 (a)(6) Personnel, (a)(3) Attorney/Client Privilege, (a)(1)Disclosure of Confidential Information and 143-318.10(e) the Public Records Act at 6:50pm.

By motion of Councilmember Brooks, seconded by Councilmember Beeman, Council agreed to come out of closed session at 7:15pm.

**APPROVAL OF BOBBY ROBERSON’S EMPOLYMENT AGREEMENT**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the employment agreement for Bobby Roberson for the City Manager position as presented.

<div>STATE OF NORTH CAROLINA ) COUNTY OF BEAUFORT )</div> <div>EMPLOYMENT AGREEMENT</div>	<div>B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.</div> <div>C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with EMPLOYER, subject only to the provision set forth in Section 5 of this Agreement.</div>
<div>WITNESSETH</div> <div>WHEREAS, EMPLOYER desires to employ the services of said Bobby Roberson as City Manager pursuant to the terms, conditions, and provisions of this Agreement.</div> <div>WHEREAS, EMPLOYEE desires to accept employment as City Manager of said City pursuant to the terms, conditions, and provisions of this Agreement.</div> <div>WHEREAS, it is the desire of the City Council of the City of Washington, hereinafter referred to as Council, to provide certain benefits, establish certain conditions of employment, and set working conditions of said EMPLOYEE.</div> <div>WHEREAS, the parties acknowledge that EMPLOYEE is a member of the International City/County Management Association (ICMA) and that EMPLOYEE is subject to the ICMA Code of Ethics.</div> <div>NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.</div>	<div>SECTION 3 — SUSPENSION</div> <div>Council may suspend EMPLOYEE, with or without pay in the discretion of Council, during the investigation, hearing, or trial of EMPLOYEE on any criminal charge or during the course of any civil action involving EMPLOYEE. The duration of such suspension will be in the discretion of Council. If the suspension is without pay, full recovery of pay and benefits for the period of suspension may be authorized by Council if the suspension is terminated with full reinstatement of EMPLOYEE. Notwithstanding anything herein to the contrary, any suspension without pay hereunder shall be in accordance with the Fair Labor Standards Act regulations regarding exempt employee pay.</div>
<div>SECTION 1 — DUTIES</div> <div>EMPLOYER hereby agrees to employ said Bobby Roberson as City Manager of said EMPLOYER to perform functions as well as duties specified by applicable law and authority, including but not limited to North Carolina state law, the City Charter and the City Code, and to perform other legally permissible and proper functions as well as duties as the Council shall assign from time to time.</div> <div>SECTION 2 — TERM</div> <div>A. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER until December 31, 2017 and neither accept other employment nor become employed by any other employer until said termination date, unless this Agreement is earlier terminated as hereinafter provided.</div>	<div>SECTION 4 — TERMINATION AND SEVERANCE PAY</div> <div>A. Council may terminate EMPLOYEE at any time during the term of this Agreement so long as EMPLOYER provides EMPLOYEE with at least thirty (30) days advance written notice of such termination. In the event Council terminates EMPLOYEE before the expiration of the term of this Agreement without EMPLOYER providing EMPLOYEE with said thirty (30) days advance written notice and during such time EMPLOYEE is willing and able to perform his duties under this Agreement, then and in those events EMPLOYER agrees to pay EMPLOYEE a lump sum cash payment equal to one (1) month aggregate salary, benefits, and deferred compensation. EMPLOYEE shall also be compensated for all earned and unused vacation up to two hundred forty (240) hours and holidays.</div> <div>B. EMPLOYEE may be terminated for either of the following without notice and, upon such termination, EMPLOYER shall not have an obligation to pay any of the sums set forth in this section.</div> <div>1. Any misconduct of EMPLOYEE involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to EMPLOYEE’s official duties hereunder.</div> <div>2. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by EMPLOYEE of public or other funds or other property,</div>

real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or EMPLOYEE in his official capacity.

- C. In the event EMPLOYER at any time during the term of this Agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than applicable to a simultaneous, across-the-board reduction for all employees of EMPLOYER; EMPLOYER refuses, following written notice, to comply with any other provision benefitting EMPLOYEE herein; or EMPLOYEE resigns following a suggestion, whether formal or informal, by the Council that he resign, then and in those events EMPLOYEE may, at his option, be deemed to be “terminated” at the date of such reduction, such refusal to comply, or said suggestion to resign within the meaning and context of the hereinabove severance pay provision.

SECTION 5 — RESIGNATION

In the event EMPLOYEE voluntarily resigns his position with EMPLOYER before the expiration of the term of this Agreement, then EMPLOYEE shall give EMPLOYER sixty (60) days advance written notice of such resignation, unless the parties agree otherwise.

SECTION 6 — DISABILITY

If EMPLOYEE is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, EMPLOYER shall have the option to terminate this Agreement subject to the severance pay requirements of Section 4, paragraph A.

SECTION 7 — SALARY

EMPLOYER agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of one hundred and twenty thousand dollars (\$120,000.00), payable in installments at the same time as the other employees of EMPLOYER are paid. In addition, EMPLOYER agrees to increase said base salary and/or benefits of EMPLOYEE in such amounts and to such extent as the Council may determine that it is desirable to do so in a similar manner and at the same time as similar consideration is given other employees generally. EMPLOYEE shall receive the cost of living adjustment given to other employees of EMPLOYER payable in the same manner as paid to other employees of EMPLOYER. EMPLOYEE may also receive a merit pay increase based on a review of his performance made by the Mayor and Council.

SECTION 8 — HOURS OF WORK

It is recognized by both EMPLOYER and EMPLOYEE that the duties of City Manager require a great deal of time outside of normal office hours. The parties also recognize that EMPLOYEE is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the parties recognize that EMPLOYEE may choose to take personal time off during business hours when it is appropriate and when his duties allow. Although this personal time off is not considered vacation, neither is



it to be considered as compensatory time for time spent by EMPLOYEE in carrying out his duties outside normal office hours, as the parties agree that EMPLOYEE must devote the amount of time necessary to fulfill those duties. The Council will consider EMPLOYEE's use of personal time off during the performance evaluation.

SECTION 9 — RESIDENCY REQUIREMENT

EMPLOYEE agrees that it is necessary to reside inside the corporate limits of the City of Washington and hereby agrees to continue to reside within the corporate limits of the City of Washington during his period of employment as City Manager.

SECTION 10 — INTENTIONALLY OMITTED.

SECTION 11 — AUTOMOBILE AND CELLULAR TELEPHONE

- A. EMPLOYEE's duties require that he use an automobile at all times during his employment with EMPLOYER. EMPLOYER agrees to pay EMPLOYEE a car allowance of four hundred dollars (\$400.00) per month and EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, and repair of said automobile. EMPLOYER provides said car allowance for EMPLOYEE in lieu of providing a City-owned vehicle to conduct City business. The allocated car allowance will cover all mileage expenses for City business within a one hundred fifty (150) mile radius (three hundred [300] mile round trip) of the City. Travel beyond the one hundred fifty (150) mile radius will be reimbursed in accordance with the City's travel policy. This allowance will be reported on EMPLOYEE's W-2 form.
- B. EMPLOYER and EMPLOYEE hereby acknowledge that it would be mutually beneficial for EMPLOYEE to continue using his personal cellular telephone from US Cellular for his professional use. EMPLOYER shall provide EMPLOYEE with a cellular telephone allowance in an amount that is equivalent to the amount EMPLOYER pays for other employees of EMPLOYER under EMPLOYER's existing cellular telephone plan (approximately \$61.00 per month currently) with Verizon. EMPLOYEE shall maintain a personal account for his cellular telephone service and shall not open an account in the name of EMPLOYER. EMPLOYEE shall have total responsibility for payment of such personal account and EMPLOYER shall have no obligation or responsibility relating to such personal account other than the monthly payment to EMPLOYEE of the cellular telephone allowance stated herein. This allowance will be recorded on EMPLOYEE's W-2 form.

SECTION 12 — DISABILITY, HEALTH, AND LIFE INSURANCE

EMPLOYER agrees to put into force and to make required premium payments for EMPLOYEE for insurance policies for life, major medical, and other group insurance, as the same is provided to other employees of EMPLOYER, covering EMPLOYEE only. EMPLOYER and EMPLOYEE hereby acknowledge and agree that coverage under the

medical insurance policy provided by EMPLOYER to EMPLOYEE shall begin on January 1, 2016, but shall not become effective until February 1, 2016.

SECTION 13 — VACATION AND SICK LEAVE

EMPLOYEE shall be allowed to begin and accrue vacation at a rate equivalent to an employee with twenty (20) years continuous employment increasing incrementally from that base without any applicable maximum until December 31<sup>st</sup> of each year. EMPLOYEE may carry over up to a maximum of two hundred forty (240) vacation hours to the next calendar year. Any amount of vacation that is accrued by EMPLOYEE over said maximum as of December 31<sup>st</sup> each year shall be converted to EMPLOYEE's sick leave account. EMPLOYEE shall also be entitled to begin and accumulate sick leave annually at a rate equivalent to an employee with twenty (20) years of continuous employment increasing incrementally from that base during the term of this Agreement. EMPLOYER will accept and recognize any sick leave EMPLOYEE accrued with EMPLOYEE's immediately previous employer that EMPLOYEE has not already been compensated for.

SECTION 14 — RETIREMENT

It is mandatory that all employees of EMPLOYER participate in and be a part of the North Carolina Local Governmental Employees' Retirement System, hereinafter referred to as NCLGERS; therefore, EMPLOYER and EMPLOYEE shall pay into the NCLGERS for the benefit of EMPLOYEE their respective, required contributions based on the EMPLOYEE's base salary, as mandated by NCLGERS. EMPLOYER will provide EMPLOYEE access to and fund a 401K/457 plan at the same level as provided to and funded for other employees of EMPLOYER.

SECTION 15 — DUES AND SUBSCRIPTIONS

EMPLOYER shall pay for the professional dues and subscriptions of EMPLOYEE that are necessary for his continuation and full participation in ICMA; the International Economic Development Council (IEDC); and the North Carolina City/County Management Association (NCCMA). EMPLOYEE participation in any other organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of EMPLOYER shall be subject to review and approval by Council.

SECTION 16 — PROFESSIONAL DEVELOPMENT

- A. As may be approved during the annual budget process, EMPLOYER hereby agrees to pay for travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official functions for EMPLOYER, including, but not limited to annual ICMA, IEDC, and NCCMA conferences and such other national, regional, state, and local government groups and committees on which EMPLOYEE serves as a member.

- B. As may be approved during the annual budget process, EMPLOYER also agrees to pay for travel and subsistence expenses of EMPLOYEE for short courses, institutions, and seminars that are necessary for EMPLOYEE'S professional development and for the good of EMPLOYER.

SECTION 17 — INDEMNIFICATION

In addition to that required under federal, state and local law, EMPLOYER shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. EMPLOYER will compromise and settle any such claims or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 18 — NO REDUCTION OF BENEFITS

EMPLOYER shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of EMPLOYEE, except to the degree of such a reduction across-the-board for all employees of EMPLOYER.

SECTION 19 — NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- |    |           |  |
|----|-----------|--|
| 1. | EMPLOYER: | J. MacDonald Hodges, Mayor<br>City of Washington<br>Post Office Box 1988<br>Washington, North Carolina 27889   |
| 2. | EMPLOYEE: | Bobby Roberson, City Manager<br>City of Washington<br>Post Office Box 1988<br>Washington, North Carolina 27899 |

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmittal in the United States Postal Service.

SECTION 20 — GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

- C. This Agreement shall become effective commencing January 1, 2016.
- D. By virtue of his signature below, **EMPLOYEE** consents to **EMPLOYER** releasing copies of this Agreement upon request.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Washington, North Carolina, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Bobby Roberson has signed and executed this Agreement, both in duplicate as of the day and year first above written.

**PRE-AUDIT CERTIFICATE**

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

CITY OF WASHINGTON

  
MATT RAUSCHENBACH,  
CHIEF FINANCIAL OFFICER

(corporate seal)

EMPLOYER

BY:  (Seal)  
J. MACDONALD HODGES,  
MAYOR



EMPLOYEE

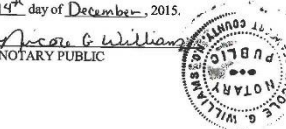
BY:  (Seal)  
BOBBY ROBERSON,  
CITY MANAGER

COUNTY OF BEAUFORT  
STATE OF NORTH CAROLINA

I, Nicole G. Williams, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by J. MACDONALD HODGES, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 14<sup>th</sup> day of December, 2015.

My Commission expires: June 17 2016

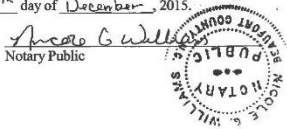


STATE OF North Carolina  
COUNTY OF Beaufort

I, Nicole G. Williams, a Notary Public of the County and State aforesaid, certify that BOBBY ROBERSON, Employee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 14<sup>th</sup> day of December, 2015.

My Commission Expires: June 17 2016



**ADJOURN:**

By motion of Councilmember Pitt, seconded by Councilmember Beeman, Council adjourned the meeting at 7:18pm until Monday, January 11, 2016 at 5:30 pm, in the Council Chambers.

Cynthia S. Bennett, MMC  
City Clerk